

CONTRACTOR AGREEMENT


This Agreement, made at Andover, Massachusetts this 21st day of August, 2012 between JVT Advisors with offices at 35 New England Business Ctr., Andover, MA 01810 and Larry Carruth (hereinafter called "CONSULTANT") with a current address of 135 Woodlands Glen Circle Brandon, MS 39047.

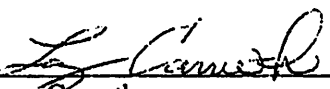
1. **Duties:** JVT Advisors hereby retain CONSULTANT to provide Consulting services to **MorphoTrust USA Inc** (hereinafter called the "CLIENT"). CONSULTANT shall provide services which are based on the acquirement of professional knowledge of an advanced type in the **Business Analysis** field that have acquired by a prolonged course of specialized intellectual instruction and study. These services shall be original and creative in nature and such services shall be provided in a manner that requires the consistent exercise of discretion and judgment. Failure to provide services are requested by CLIENT will be considered grounds for termination of this agreement.
2. **Term:** CONSULTANT services shall commence on or around **September 24, 2012** and shall continue for an undetermined amount of time.
3. **Compensation:** JVT Advisors shall pay CONSULTANT **\$38.00** for each hour of service to CLIENT up to forty (40) hours in any given week. Additionally, JVT Advisors shall pay CONSULTANT at rate of **\$38.00** for each hour billed to the CLIENT in excess of forty (40) hours in any single week. The time reporting period is a single week beginning on Saturday and ending on Friday. CONSULTANT will deliver to JVT Advisors a completed time report that has been signed by both CONSULTANT and an authorized representative of CLIENT. CONSULTANT is responsible for delivering completed time reports by the close of business on Monday for the previous pay period. CONSULTANT will be paid every second Thursday for time reported from the previous two Fridays.
4. **Expenses:** Out of pocket expenses requested and approved in writing by CLIENT will be reimbursed by JVT Advisors. Expenses will be reimbursed as a non-taxable item in the regular weekly payroll checks.
5. **Governmental Reporting:** CONSULTANT will provide IRS Form W-9 or CONSULTANT will complete an IRS form W-4 and JVT Advisors shall be responsible for withholding and depositing of payroll taxes to the IRS as provided for by law. CONSULTANT will receive an IRS form W-2, or an IRS form 1099 at year-end from JVT Advisors reporting all compensation earned by CONSULTANT.
6. **Confidential Information:** CONSULTANT shall not disclose to any person or organization or use for personal benefit any information acquired as a result of this agreement concerning any aspects of either JVT Advisors or CLIENT business matters. Such information shall be deemed confidential information. Upon termination of this agreement, CONSULTANT shall immediately deliver to JVT

Advisors all documentary material acquired by CONSULTANT during this agreement relating to such confidential information.

7. **Restriction:** (a) The CLIENT may offer the CONSULTANT full-time employment at any time during this agreement providing the CLIENT reaches and agrees to typical industry-standard terms with JVT Advisors for a period ending 12 months from the last day of the contract assignment. (b) CONSULTANT agrees not to engage in negotiations of any kind with CLIENT with respect to any issue. CONSULTANT is prohibited from acting as an agent of JVT Advisors.
8. **Termination:** This Agreement may be terminated immediately by JVT Advisors or CLIENT without prior written notice if CONSULTANT shall fail or be unable to perform diligently and satisfactorily the usual and customary duties of their employment as determined by JVT Advisors or CLIENT. In such event, consultant shall receive only such compensation as CONSULTANT has accrued throughout the date of termination and nothing further. If CLIENT terminates work agreements with JVT Advisors, this Agreement will be simultaneously terminated. CONSULTANT agrees to give JVT Advisors a ten business day notice before terminating this agreement.

The terms of this Professional Services Agreement are agreed to by:

JVT Advisors  Date 8/22/2012
Brian Taborda

CONSULTANT  Date 8-21-12
Larry Carruth